

INTERNET  
FORM NLRB-501  
(2-08)UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER****DO NOT WRITE IN THIS SPACE**Case  
**10-CA-216313**Date Filed  
**March 12, 2018****INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer Amazon.com		b. Tel. No. (188) 828-0433
		c. Cell No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code) PO Box 80726 WA Seattle 98108-0726	e. Employer Representative	g. e-Mail
		h. Number of workers employed 600
i. Type of Establishment (factory, mine, wholesaler, etc.) Others	j. Identify principal product or service Customer Order Fulfillment Center	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) <u>g, 2</u> of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

**2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)**

--See additional page--

**3. Full name of party filing charge (if labor organization, give full name, including local name and number)**

(b) (6), (b) (7)(C)

Title:

**4a. Address (Street and number, city, state, and ZIP code)**

(b) (6), (b) (7)(C)

4b. Tel. No.  
(b) (6), (b) (7)(C)

4c. Cell No.

4d. Fax No.

4e. e-Mail

(b) (6), (b) (7)(C)

**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)****6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By (b) (6), (b) (7)(C)  
(signature of representative or person making charge)Title: (b) (6), (b) (7)(C)  
(Print/type name and title or office, if any)

Address (b) (6), (b) (7)(C)

03/12/2018 08:53:37  
(date)

Tel. No.

Office, if any, Cell No.

Fax No.

e-Mail

(b) (6), (b) (7)(C)

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)****PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

## Basis of the Charge

### 8(a)(1)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, discussing wages and/or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2018

### 8(a)(3)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2018

### 8(a)(1)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, discussing wages, hours, or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
(b) (6), (b) (7)(C)	termination/threats/intimidation	(b) (6), (b) (7)(C) 2018

### 8(a)(1)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
(b) (6), (b) (7)(C)	termination/threats/intimidation	(b) (6), (b) (7)(C) 2018

### 8(a)(1)

Within the previous six-months, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by maintaining work rules that prevent or discourage employees from engaging in protected concerted activities.

Work Rule
I must acknowledge the Appeals Process Policy

### 8(a)(2)

Within the previous six months, the Employer has unlawfully recognized and bargained with a labor organization that does not have the support of the majority of the employer's employees.

### 8(a)(2)

Within the previous six months, the Employer has provided unlawful assistance and support to a labor organization.

**8(a)(2)**

Within the previous six months, the Employer unlawfully dominated or controlled the operations of a labor organization.

# Morgan Lewis

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April 6, 2018

## ELECTRONICALLY FILED

Kurt Brandner  
Field Attorney  
National Labor Relations Board, Region 10  
233 Peachtree St. NE  
Harris Tower, Suite 1000  
Atlanta, GA 30303-1504

Re: Amazon.com Inc. (Case No. 10-CA-216313 – (b) (6), (b) (7)(C))

Dear Mr. Brandner:

Amazon.com, dedc LLC, (“Amazon” or the “Company”) provides this position statement in response to the above-referenced charge filed by (b) (6), (b) (7)(C). The Company understands (b) (6), (b) (7)(C) to claim that Amazon has violated Sections 8(a)(1), 8(a)(2) and 8(a)(3) of the National Labor Relations Act (“NLRA” or “Act”) by (1) disciplining and terminating (b) (6), (b) (7)(C) in retaliation for engaging in protected concerted activity and in order to discourage employees from engaging in protected concerted activities; and (2) operating an unlawful internal labor organization.

(b) (6), (b) (7)(C) charge is without merit. (b) (6), (b) (7)(C) was properly terminated based on repeated failures to show up to work, and when (b) (6), (b) (7)(C) did report to work (b) (6), (b) (7)(C) was repeatedly late. By not showing up to work and being repeatedly late, (b) (6), (b) (7)(C) failed to perform (b) (6), (b) (7)(C) duties on thirteen different days between January 1 through March 1, 2018. By March 1, 2018, (b) (6), (b) (7)(C) had completely depleted (b) (6), (b) (7)(C) bank of available unpaid time, which was available for (b) (6), (b) (7)(C) use to avoid discipline or termination for an occasional instance of being tardy or absent. Instead of being occasionally absent, (b) (6), (b) (7)(C) was absent six times over the course of nine weeks. Instead of being occasionally late for work, (b) (6), (b) (7)(C) was late for work seven times over the course of the same nine weeks (on different days than when (b) (6), (b) (7)(C) was absent). (b) (6), (b) (7)(C) was often both absent and late for work during the same work week. (b) (6), (b) (7)(C) termination had absolutely nothing to do with any alleged protected concerted activity and everything to do with (b) (6), (b) (7)(C) failure to come to work. The charge

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should be dismissed, absent withdrawal.

## **FACTUAL BACKGROUND**


### **I. Amazon's Operations.**

Amazon operates websites that sell various products, including books, electronics, CDs, DVDs, and apparel. Amazon facilities receive and sort packages that are divided by zip code and sent out via the United States Postal Service, as opposed to the private services of FedEx or UPS, allowing the packages to be shipped at a lower shipping rate. These facilities are called "Sort Centers," and are operated by Amazon.com.dedc LLC. Amazon operates numerous Sort Centers in North America, including the one in East Point, Georgia, referred to internally as "ATL6."

### **II. Amazon's Attendance Policy For Regular Employees.**

Amazon attempts to ensure that its employees show up to work when they are supposed to and that they show up on time. For this reason, Amazon maintains an attendance policy which all regular (i.e., non-seasonal) employees are expected to follow companywide. (See Exhibit A – NACF Attendance Policy.) Amazon generously provides employees with "Unpaid Time" (identified and referred to as "UPT"), which is provided above and beyond vacation time and/or leaves of absence. UPT provides employees with flexibility in their employment and means that they will not be disciplined or terminated after a first instance, or even multiple instances, of being late or missing work. Instead, employees are provided with a bank of hours that they can use and deplete for instances of being late or not reporting to work. The policy provides:

(b) (4)

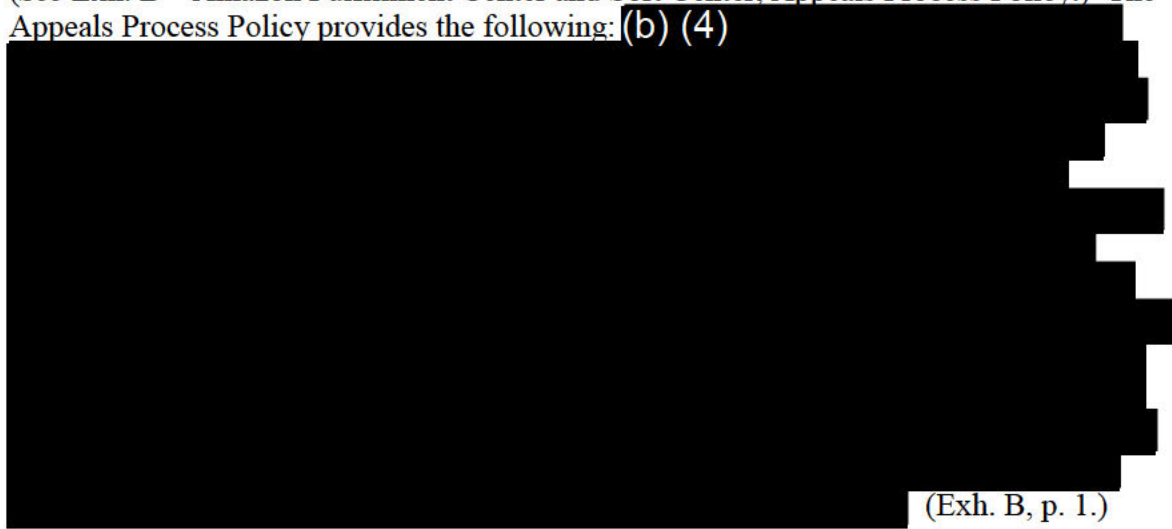


(See Exh. A.) Under the UPT section of the Attendance Policy, being late for work counts as one infraction which will generally result in the deduction of one hour from an employee's UPT bank. Failing to report for work will result in a deduction from the UPT bank based on the number of hours scheduled to be worked (e.g., failing to show up for a five-hour shift results in a deduction of five hours of UPT).

This policy also conveys the ramifications of depletion of one's UPT bank. "In the event your UPT balance becomes negative and your time missed is not covered by any other time off policy, your employment status will be reviewed for termination." (See Exh. A, p. 2.)

### **III. Amazon's Appeals Process Policy.**

As part of Amazon's ongoing efforts to treat its employees with respect and provide a positive work experience, the Company maintains a voluntary Appeals Process Policy. (See Exh. B – Amazon Fulfillment Center and Sort Center, Appeals Process Policy.) The Appeals Process Policy provides the following: (b) (4)



(Exh. B, p. 1.)

Termination is one of the "disciplinary actions" which associates can challenge through the Appeals Process. An associate who is terminated would appeal to the facility's General Manager, Site Leader, Assistant General Manager, or to the Appeals Panel within seven days of termination.<sup>2</sup> A hearing is held within seven days of the receipt of the appeal. And then a final and binding written decision is provided to the Associate within three calendar days after the hearing.

The Appeals Panel is made up of five other employees who vote on the issues being appealed. There are three (3) "peer" employees on the panel (i.e., hourly, non-exempt employees), and two (2) "non-peer" employees (i.e., management, salaried) on the panel. These employees are selected by the appealing associate. A Facilitator handles much of the administrative process of running the appeal hearing. Facilitators do not make decisions in connection with the employment action being appealed. Witnesses and

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<sup>1</sup> "Blue Badge employees" are regular, non-seasonal employees.

<sup>2</sup> This process is different for decisions not involving termination, and the Appeals Process includes a three-step process based on the type of decision being appealed. See, Exh. B, p. 2.

documents are presented by the appealing associate and manager facing appeal. At the end of the hearing, the Panel answers yes or no to the following question: “Was the policy or practice applied properly and consistently in this case?” A majority vote of “no” allows the Panel to discuss possible remedies for the appealing associate. A majority “yes” vote will result in the appeal being denied. The Panel can lessen the punishment given to the associate, but cannot issue more severe disciplinary action.

Use of the Appeals Process is completely voluntary, but many associates do appeal employment decisions using this Appeals Process. Since January 1, 2018, employees at the ATL6 facility have filed 34 appeals concerning a variety of employment-related decisions.

**IV. (b) (6), (b) (7)(C) Employment At Amazon.**

**A. (b) (6), (b) (7)(C) Position and Duties.**

(b) (6), (b) (7)(C) was hired by Amazon on (b) (6), (b) (7)(C), as a seasonal part-time Fulfillment Associate at the ATL6 facility. After three months of employment, (b) (6), (b) (7)(C) was transitioned from a seasonal employee to a regular part-time Fulfillment Associate on August 13, 2017. (b) (6), (b) (7)(C) primary duties were those of a “water spider.” Water spiders at ATL6 are largely responsible for wrapping pallets of boxes ready for shipment in plastic and sending the pallets to the next stage of the process for eventual delivery to customers. (b) (6), (b) (7)(C) primarily worked a shift from 9:00 AM to 1:00 PM, Sunday through Thursday. However, during a short period of time in January 2018 (approximately the first week of January), (b) (6), (b) (7)(C) worked a shift of 10:30 AM to 2:30 PM. (b) (6), (b) (7)(C) shift, along with others who worked beginning at 10:30 AM, was adjusted back to 9:00 AM to 1:00 PM based on volume and the need for having Fulfillment Associates working at 9:00 AM.

Fulfillment Associates, like (b) (6), (b) (7)(C) were expected to perform other duties in the Sort Center. These duties include unloading of trailers delivering packages; “pallet build,” which involves scanning packages, wrapping pallets, and moving pallets; working in the “flat sort” which is the small package sorting area; and fluid loading, which is when packages that are unloaded have to get loaded onto a trailer for eventual delivery. Many of ATL6’s Fulfillment Associates scan packages, sort them, and/or move packages to a particular area for later delivery to Amazon’s customers.

(b) (6), (b) (7)(C) employment was subject to Amazon’s policies and procedures. As a seasonal employee, (b) (6), (b) (7)(C) was subject to the “Seasonal Attendance Policy.” (See Exh. C – Amazon Fulfillment Center Seasonal Attendance Policy.) At the time of (b) (6), (b) (7)(C) hire, (b) (6), (b) (7)(C) agreed and acknowledged that (b) (6), (b) (7)(C) would be familiar with and read Amazon’s other employment policies, all of which are available on the Company’s intranet. (See

Exh. D – Amazon Policies and Procedures Acknowledgement Form – NAFC, electronically acknowledged by (b) (6), (b) (7)(C) on 5/10/2017.) This Acknowledgement Form states: “By clicking ‘Acknowledge’ above, I also understand that I am responsible for compliance with all Amazon Policies, which are available online at Inside Amazon > English > Employment > US Policies. These policies include, but are not limited to: Attendance Policy – US Fulfillment Center.” At the time that (b) (6), (b) (7)(C) transitioned from a seasonal employee to a regular employee, (b) (6), (b) (7)(C) employment and attendance was governed by the Attendance Policy that applies to all regular Amazon employees. (See Exh. D.) As of August 13, 2017, (b) (6), (b) (7)(C) was subject to the “Unpaid Time (UPT)” provisions of the Attendance Policy.

**B. (b) (6), (b) (7)(C) is Repeatedly Counseled Because (b) (6), (b) (7)(C) Fails to Return From Breaks On Time and Is Issued a First Written Warning.**

During (b) (6), (b) (7)(C) employment, (b) (6), (b) (7)(C) repeatedly failed to return from (b) (6), (b) (7)(C) breaks in a timely fashion. On or about November 26, 2017, (b) (6), (b) (7)(C) failed to return to work on time following (b) (6), (b) (7)(C) rest break. On this day, (b) (6), (b) (7)(C) was inactive (i.e., on a rest break) for 23 minutes. While Georgia has no statute or regulation requiring employers to provide rest breaks, ATL6 voluntarily provides rest breaks of 15 minutes for approximately every 4 hours worked. These rest breaks are paid. Rest breaks for Fulfillment Associates are scheduled and all associates are released at the same time. This allows the work in the facility to cease and then resume at the same times. When (b) (6), (b) (7)(C) failed to return to (b) (6), (b) (7)(C) duties for 23 minutes, (b) (6), (b) (7)(C) took a break that was nearly ten minutes longer than (b) (6), (b) (7)(C) was permitted and (b) (6), (b) (7)(C) was paid for all this time. Further, by failing to return to (b) (6), (b) (7)(C) duties at the scheduled time, (b) (6), (b) (7)(C) negatively impacted the other employees working on (b) (6), (b) (7)(C) line because (b) (6), (b) (7)(C) was not present to assist them and keep the wrapping and package transporting process moving along.

Amazon considers failures to report back to work on time following a break to be a “Category 2” violation under the Company’s Standards of Conduct. (See Exh. E – Standards of Conduct Policy.) The Category 2 violations are as follows:

(b) (4)

(b) (4)



(Exh. E, emphasis added.)

For this (b) (6), (b) (7)(C) instance of violating the Category 2 Standards of Conduct, (b) (6), (b) (7)(C) was verbally coached, and advised that (b) (6), (b) (7)(C) was required to return to work at the correct time after each break.

Despite this verbal coaching, (b) (6), (b) (7)(C) again violated the Company's Standards of Conduct and failed to report back to work promptly after (b) (6), (b) (7)(C) rest break on (b) (6), (b) (7)(C) 2017. Because (b) (6), (b) (7)(C) already had a documented verbal coaching for the same Category 2 violation, (b) (6), (b) (7)(C) supervisor, (b) (6), (b) (7)(C), issued (b) (6), (b) (7)(C) a First Written Warning on (b) (6), (b) (7)(C) 2018. (See Exh. F – First Written Warning.) The summary description of (b) (6), (b) (7)(C) First Written Warning advised (b) (6), (b) (7)(C) of the serious nature of (b) (6), (b) (7)(C) underperformance: “Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.” (See Exh. F.)

(b) (6), (b) (7)(C) misconduct was described in (b) (6), (b) (7)(C) First Written Warning as follows: “On (b) (6), (b) (7)(C) you returned from break late by approx. two minutes. Failure to adhere to starting time or wasting time is a Category 2 violation of the Amazon Standards of Conduct as listed in the Owner's Manual. Because you failed to meet Amazon's expectations, and have been given verbal warnings before, you are being issued a First Written Warning to address the incident.” (See Exh. F.) (b) (6), (b) (7)(C) was counseled that (b) (6), (b) (7)(C) “must adhere to

the Amazon behavioral expectations at all times. Regular attendance and punctuality are important parts of your obligations as an Amazon associate. You are not only required to be productive during your scheduled shift and to stay on-task in your assigned function, but you are also expected to be on time when returning from break. Failure to comply with these expectations may result in additional disciplinary actions up to and including termination. This First Written Warning will remain active for a period of 30 days from the date of issue.” Two minutes of non-productive time impacts Amazon’s business, since the Company thrives of delivering packages to customers with rapid turnaround (e.g., within 24 hours of placing an order). In order to meet customer demands, employees must be punctual, efficient, and comply with all of Amazon’s policies.

**C. ATL6’s Management Attempts to Control Employee Theft By Instituting a Security Clearance Exit.**

As with many retailers, Amazon faces challenges with employee theft. In approximately fall 2017, management at ATL6 was dealing with an awareness that the facility was experiencing product loss from employee theft. For this reason, the facility began using security clearance checkpoints at each entrance/exit (similar to airport security). These checkpoints required employees to empty their pockets, take off outer coats, and otherwise demonstrate that they were not stealing any products.

In approximately November 2017, after this security checkpoint was instituted, ATL6’s management discovered that employees were bypassing one of the security checkpoints by exiting the main warehouse through a side door near a break room area. By doing this, employees were able to continue stealing from the Company. To deal with employees bypassing the security checkpoint, management made the decision to lock the side door that employees were using to exit the building without passing through the security clearance exit. Locking this side door did not cause any congestion in the hallway areas or limit employees’ ability to get to the break room.

On February 5, 2018, (b) (6), (b) (7)(C) sent an email to local (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) and the Human Resource Center group email about the locked door near the break room. (See Exh. G – (b) (6), (b) (7)(C) Email Regarding Break Room Door, dated 2/5/2018.) (b) (6), (b) (7)(C) incorrectly believed that the side door was locked “as a means to force employees into cutting their break time shorter than the allotted time they actually have, under the normal conditions of having two means of ingress and egress from the break room area.” (b) (6), (b) (7)(C) also believed that the side door being locked was a violation of OSHA and other regulations. On the same day, (b) (6), (b) (7)(C) also called the Company’s support line and reported the side door being locked and stated that this was a violation of fire safety regulations. (See Exh. H – ERC-Support Trouble Ticket, dated 2/5/2018.) ATL6’s local management began researching (b) (6), (b) (7)(C) complaint.

On February 20, 2018, (b) (6), (b) (7)(C) voiced (b) (6), (b) (7)(C) concern again about the break room door to Site Leader (b) (6), (b) (7)(C). At this point, (b) (6), (b) (7)(C) got involved in addressing (b) (6), (b) (7)(C) concerns regarding the door. (b) (6), (b) (7)(C) contacted the local fire marshall via phone to request that someone be sent to the building to confirm that the door that was locked was not an egress door. (b) (6), (b) (7)(C) had the door be unlocked while the investigation took place concerning safety implications of locking the break room door. (b) (6), (b) (7)(C) also met with (b) (6), (b) (7)(C) in person on February 28 to advise (b) (6), (b) (7)(C) about the investigation into the break room door and let (b) (6), (b) (7)(C) know that management took the matter seriously.

It took approximately one month for the fire marshall to visit the building and inspect the door in question. After a visit in late March 2018, ATL6's management was advised that in fact the door in question was not an egress door and it was perfectly acceptable for this door to be locked. Even with this confirmation, the door is currently unlocked and has been unlocked since February 20. Management is investigating whether it makes sense to lock the door in the future, or attempt to monitor and limit employee theft through other means.

**D. ATL6's Management Expected (b) (6), (b) (7)(C) to Assist With Any Fulfillment Associate Duties Requested of (b) (6), (b) (7)(C) During (b) (6), (b) (7)(C) Shifts.**

As discussed above, Fulfillment Associates are expected to perform a variety of tasks. Also, Amazon generally expects that associates will rotate where they work in the building and the assignments they perform in order to avoid repetitive stress injuries from performing the same tasks over and over. In line with these expectations, (b) (6), (b) (7)(C) was sometimes asked to assist with scanning packages as part of (b) (6), (b) (7)(C) initial shift duties. (b) (6), (b) (7)(C) was often scheduled to begin (b) (6), (b) (7)(C) shift at 9:00 AM. However, sometimes there were few or no packages ready for wrapping in plastic (as part of (b) (6), (b) (7)(C) "water spider" duties) at 9:00 AM, because the packages had not been scanned and sorted yet.

As had happened previously, (b) (6), (b) (7)(C) and several other Fulfillment Associates were asked to assist with package scanning on the mornings of February 11 and February 13, 2018. These associates were expected to assist with scanning so the packages could be routed to the correct locations within the building, and then wrapped and loaded for the next stage in the delivery process (including being wrapped in plastic, a regular water spider duty). It made sense to ask (b) (6), (b) (7)(C) and others to assist with scanning, since there were no water spider duties for (b) (6), (b) (7)(C) to perform and (b) (6), (b) (7)(C) would have otherwise been sitting around with no work, which was a waste of (b) (6), (b) (7)(C) time and Amazon's. There is no reduction in pay or status associated with performing scanning duties versus water spider duties.

(b) (6), (b) (7)(C) disagreed that this was a good use of (b) (6), (b) (7)(C) time and filed an internal complaint stating that the (b) (6), (b) (7)(C) was subjecting (b) (6), (b) (7)(C) to retaliatory harassment by removing (b) (6), (b) (7)(C) from (b) (6), (b) (7)(C) water spider position on February 11 and February 13. (See Exh. I – (b) (6), (b) (7)(C) Confidential Complaint Form, dated 2/13/2018.) (b) (6), (b) (7)(C) believed (b) (6), (b) (7)(C) was being removed from (b) (6), (b) (7)(C) water spider duties because of (b) (6), (b) (7)(C) safety complaint to management concerning the break room door being locked.

In response to (b) (6), (b) (7)(C) complaint, (b) (6), (b) (7)(C) provided a lengthy response outlining all the ways in which (b) (6), (b) (7)(C) was not performing (b) (6), (b) (7)(C) duties when asked. (See Exh. J – (b) (6), (b) (7)(C) Confidential Complaint Form, dated 2/13/2018.) (b) (6), (b) (7)(C) stated that the reason for assigning (b) (6), (b) (7)(C) (and others) to scanning duty for a portion of (b) (6), (b) (7)(C) shift was because there were no items to be wrapped. This assignment had absolutely nothing to do with (b) (6), (b) (7)(C) complaint to management regarding the break room door.

When (b) (6), (b) (7)(C) met with (b) (6), (b) (7)(C) on February 28, (b) (6), (b) (7)(C) explained to (b) (6), (b) (7)(C) that no information was conveyed to (b) (6), (b) (7)(C) concerning (b) (6), (b) (7)(C) complaint to HR and management regarding the break room door. (b) (6), (b) (7)(C) assignment of scanning duties was not based on (b) (6), (b) (7)(C) complaint since (b) (6), (b) (7)(C) did not even know that (b) (6), (b) (7)(C) had complained about the break room door. Further, when (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) why (b) (6), (b) (7)(C) felt the assignment of scanning duties was unfair, (b) (6), (b) (7)(C) responded that (b) (6), (b) (7)(C) did not like being ordered around and (b) (6), (b) (7)(C) believed (b) (6), (b) (7)(C) was being asked to do extra work. (b) (6), (b) (7)(C) did not complain that the assignment of scanning was unfair because it was retaliation for complaining about the break room door.

**E. (b) (6), (b) (7)(C) Depletes (b) (6), (b) (7)(C) UPT Bank and is Terminated for (b) (6), (b) (7)(C) Repeated Absenteeism.**

In addition to (b) (6), (b) (7)(C) repeated failures to return to work on time following (b) (6), (b) (7)(C) rest breaks, (b) (6), (b) (7)(C) also repeatedly failed to report to work on time to start (b) (6), (b) (7)(C) shift and (b) (6), (b) (7)(C) frequently failed to report to work *at all*.

Pursuant to the Attendance Policy, (b) (6), (b) (7)(C) accrued 20 hours of UPT each quarter, and unused UPT rolled over to the next quarter. As of January 1, 2018, (b) (6), (b) (7)(C) had a total of 30 hours of UPT available for use. This is a very generous bank of time that allowed (b) (6), (b) (7)(C) flexibility in calling out for work and needing to occasionally be late for work.

From January 1, 2018 through March 1, 2018, (b) (6), (b) (7)(C) was late for work **seven** times and failed to show up for work at all on **six** occasions. (See Exh. K – (b) (6), (b) (7)(C) Email to (b) (6), (b) (7)(C), dated (b) (6), (b) (7)(C)/2018.) Tardiness was counted as a loss of one hour of UPT. Absences were counted as 4 hours of UPT, since (b) (6), (b) (7)(C) was scheduled to work four-hour shifts. Over the course of nine weeks, (b) (6), (b) (7)(C) failed to report to work on time or was absent every week but one. Under most employment relationships, one or two

instances of failing to report to work would have resulted in severe discipline and/or termination. Here, Amazon allowed (b) (6), (b) (7)(C) to deplete (b) (6), (b) (7)(C) UPT bank and asked no questions about the reasons for (b) (6), (b) (7)(C) tardiness or absences.

Given (b) (6), (b) (7)(C) frequent tardiness and failure to report to work, by March 1, (b) (6), (b) (7)(C) had reached a -1.00 hour balance in (b) (6), (b) (7)(C) UPT bank. (b) (6), (b) (7)(C) researched every instance of (b) (6), (b) (7)(C) UPT balance being depleted to determine if (b) (6), (b) (7)(C) could find any errors in the UPT report. (b) (6), (b) (7)(C) then reached out to (b) (6), (b) (7)(C) to advise (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) UPT bank was negative and give (b) (6), (b) (7)(C) the opportunity to let (b) (6), (b) (7)(C) know if there were any errors (b) (6), (b) (7)(C) did not catch. (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) met in person to discuss (b) (6), (b) (7)(C) UPT bank on (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) believed that (b) (6), (b) (7)(C) was being penalized for January 17, which was a snow day. During their in-person meeting, (b) (6), (b) (7)(C) showed (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was not being penalized for January 17 and that (b) (6), (b) (7)(C) had in fact depleted (b) (6), (b) (7)(C) UPT bank even without counting any time for January 17.

During their meeting, (b) (6), (b) (7)(C) provided no mitigating explanations for the other instances of tardiness and absence (e.g., family or personal illness or emergency). (b) (6), (b) (7)(C) asked for a written breakdown of the days when (b) (6), (b) (7)(C) UPT was deducted, which (b) (6), (b) (7)(C) promptly sent. (See Exh. K.) After receiving this email, (b) (6), (b) (7)(C) still did not provide any reasons mitigating (b) (6), (b) (7)(C) tardiness and absences. Thereafter, (b) (6), (b) (7)(C) advised (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) employment was terminated because (b) (6), (b) (7)(C) had depleted (b) (6), (b) (7)(C) UPT bank in violation of the Attendance Policy. (See Exh. L – Urbina-Rodriguez Email to Jackson, dated (b) (6), (b) (7)(C)/2018.) (b) (6), (b) (7)(C) was also advised that (b) (6), (b) (7)(C) could voluntarily appeal the termination decision using the Appeals Process if (b) (6), (b) (7)(C) wished.

(b) (6), (b) (7)(C) termination was consistent with the treatment of all other Fulfillment Associates at ATL6. Since January 1, 2018, more than 190 Fulfillment Associates have been terminated for depletion of their UPT banks (i.e., they failed to report to work or failed to report on time).

Instead of responding to Ms. Urbina-Rodriguez's attempts to discuss (b) (6), (b) (7)(C) concerns and provide (b) (6), (b) (7)(C) with an opportunity to explain (b) (6), (b) (7)(C) frequent tardiness and absences, (b) (6), (b) (7)(C) emailed the Amazon's "Escalations" team<sup>3</sup> and stated that (b) (6), (b) (7)(C) was harassing and retaliating against (b) (6), (b) (7)(C) and that (b) (6), (b) (7)(C) was not properly part of the Appeals process. (See Exh. M – (b) (6), (b) (7)(C) Email to Escalations, dated (b) (6), (b) (7)(C)/2018.) The next day, (b) (6), (b) (7)(C) was contacted by (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) explained that (b) (6), (b) (7)(C) had investigated (b) (6), (b) (7)(C) complaints concerning (b) (6), (b) (7)(C) and the Appeals Process. (b) (6), (b) (7)(C) explained that (b) (6), (b) (7)(C) is not a Facilitator under the Appeals Process policy and would not be

<sup>3</sup> The Amazon Escalations team is available to investigate any associate complaint at a higher level than one's individual manager. Complaints are taken seriously and investigated promptly.

involved in any appeal filed concerning (b) (6), (b) (7)(C) termination. Therefore, (b) (6), (b) (7)(C) involvement in the process had been proper.

(b) (6), (b) (7)(C) responded to (b) (6), (b) (7)(C) email, stating that (b) (6), (b) (7)(C) did not believe the Appeals Process applied to (b) (6), (b) (7)(C) and that (b) (6), (b) (7)(C) was hired under the Company's Open Door Policy.<sup>4</sup> (See Exh. N.) (b) (6), (b) (7)(C) assured (b) (6), (b) (7)(C) that the Open Door Policy was in place for (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) did in fact use it. Specifically, (b) (6), (b) (7)(C) raised the issue concerning the break room door, which was promptly addressed. (b) (6), (b) (7)(C) also complained about being asked to perform scanning duties instead of water spider duties, which (b) (6), (b) (7)(C) discussed with (b) (6), (b) (7)(C) on February 28. The Appeals Process, which concerns disciplinary actions, is not and does not conflict with the Open Door Policy, which largely concerns working through misunderstandings and reporting of unlawful harassment, retaliation, and/or discrimination. The Appeals Process, especially for someone in (b) (6), (b) (7)(C) situation, is meant to provide an avenue for discussing one's termination and potentially being reinstated.

(b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) believed the Appeals Process was an unlawful labor organization, and that (b) (6), (b) (7)(C) was terminated in retaliation for "protesting breakroom fire safety issues." (See Exh. N.) On March 12, 2018, (b) (6), (b) (7)(C) truthfully told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) termination had nothing to do with (b) (6), (b) (7)(C) reporting of the break room door, and in fact the "potential safety concerns are currently being addressed onsite and [] your termination for attendance is unrelated to your escalation." (See Exh. N.) (b) (6), (b) (7)(C) was advised that (b) (6), (b) (7)(C) termination would be final, unless (b) (6), (b) (7)(C) chose to utilize the Appeals Process. (b) (6), (b) (7)(C)

<sup>4</sup> Amazon's Open Door Policy provides the following:

(b) (4)



(See Exh. O.)

declined to appeal (b) (6), (b) (7)(C) termination. (b) (6), (b) (7)(C) termination was effective (b) (6), (b) (7)(C), 2018. (See Exh. P – Termination Notice.)

## DISCUSSION

### **I. Any Alleged Protected Concerted Activity By (b) (6), (b) (7)(C) Played No Part In (b) (6), (b) (7)(C) Termination for Failing to Come to Work or Show Up to Work On Time.**

In order to show unlawful discrimination, there must, at a minimum, be protected activity, knowledge of that activity by the employer, and employer animus or hostility toward that activity. See *Mesker Door, Inc.*, 357 NLRB No. 59, slip op. at 2 (Aug. 24, 2011); *Wright Line, Inc.*, 251 NLRB 1083, 1089 (1980), *enfd* 662 F.2d 899 (1st Cir. 1981).

Additionally, a violation necessarily depends on a causal connection between employee protected activities and an adverse employment action. See *P.W. Supermarkets*, 269 NLRB 839, 840 (1984). If this showing is made by a preponderance of the evidence, “the burden shifts to the employer to demonstrate that the same action would have taken place even in the absence of the protected conduct.” *Wal-Mart Stores*, 352 NLRB at 845; see *Cardinal Home Prods., Inc.*, 338 NLRB 1004, 1008 (2003). (b) (6), (b) (7)(C) cannot show unlawful discrimination because, in fact, none has occurred.

First, (b) (6), (b) (7)(C) termination was entirely proper under Amazon’s Attendance Policy. (b) (6), (b) (7)(C) was granted 30 hours of UPT and (b) (6), (b) (7)(C) used all of it within the first two months of 2018. (b) (6), (b) (7)(C) was late and/or entirely absent from work nearly every week during January and February 2018. When (b) (6), (b) (7)(C) met with (b) (6), (b) (7)(C) in person to talk with (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) UPT, all (b) (6), (b) (7)(C) could say was that (b) (6), (b) (7)(C) felt (b) (6), (b) (7)(C) was being penalized for a snow day on January 17. But when (b) (6), (b) (7)(C) showed (b) (6), (b) (7)(C) that in fact January 17 was not included on the UPT records at all, (b) (6), (b) (7)(C) had no response during the meeting or after the meeting when (b) (6), (b) (7)(C) emailed (b) (6), (b) (7)(C) and gave (b) (6), (b) (7)(C) the opportunity to email (b) (6), (b) (7)(C) back with any mitigating explanations. (b) (6), (b) (7)(C) had no excuses for any of (b) (6), (b) (7)(C) tardiness or absences which accounted for the depletion of (b) (6), (b) (7)(C) UPT bank and the reason for (b) (6), (b) (7)(C) termination. (b) (6), (b) (7)(C) failed to report to work or came to work late on numerous occasions, despite Amazon’s very generous and forgiving Attendance Policy.

Further, (b) (6), (b) (7)(C) knew that (b) (6), (b) (7)(C) failure to perform (b) (6), (b) (7)(C) job or meet company expectations could result in termination, as (b) (6), (b) (7)(C) had already received a First Written Warning on (b) (6), (b) (7)(C) 2018 for failing to return from (b) (6), (b) (7)(C) breaks on time.

As discussed above, (b) (6), (b) (7)(C) termination for depletion of (b) (6), (b) (7)(C) UPT bank (i.e., failure to report to work or failure to report to work on time) was entirely consistent with Amazon’s treatment of other employees. More than 190 other Fulfillment Associates at ATL6 have been terminated for similar circumstances since January 1, 2018.

Additionally, the evidence demonstrates that Amazon appreciated and welcomed (b) (6), (b) (7)(C) concerns regarding the break room door. (b) (6), (b) (7)(C) responded to concerns by having the door unlocked beginning on February 20, bringing in the fire marshall to check the door and confirm there were no safety or fire hazards in connection with locking the door again, and the facility is exploring other options for reducing employee theft so the door can remain unlocked on a going-forward basis. Amazon is concerned with employee safety and would never intentionally place employees at risk. Further, there is absolutely nothing to support (b) (6), (b) (7)(C) claim that management was locking the door to prevent employees from getting breaks.

There is nothing to suggest that Amazon terminated (b) (6), (b) (7)(C) for unlawful or discriminatory reasons. Because (b) (6), (b) (7)(C) termination is consistent with the Company's policies and its treatment of other associates, the evidence establishes that the Company would have terminated (b) (6), (b) (7)(C) regardless of any alleged protected activity. The charge, therefore, should be dismissed.

## **II. (b) (6), (b) (7)(C) Section 8(A)(2) Allegations Are Meritless.**

Amazon's Appeals Process is a lawful exercise in providing employees with an opportunity to seek independent review of disciplinary actions. Section 8(a)(2) of the Act provides: "It shall be an unfair labor practice for an employer to dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it: *Provided*, That subject to rules and regulations made and published by the Board pursuant to section 156 of this title, an employer shall not be prohibited from permitting employees to confer with him during working hours without loss of time or pay[.]" 29 U.S.C. § 158(a)(2). Even if the Appeals Panel qualifies as a "labor organization," there is no employer "domination" of the Appeals Panel.

Section 2(5) of the Act defines a "labor organization" as follows:

The term "labor organization" means any organization of any kind, or any agency or *employee representation committee* or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.

29 U.S.C. § 152(5) (emphasis added).

An employee representation committee meets this statutory definition if: (1) employees participate in the committee; and (2) the committee exists, in whole or in part, to "deal

with” the employer; (3) on matters concerning terms and conditions of employment and other subjects of bargaining. *Electromation, Inc.*, 309 NLRB 990, 994 (1992), *enf’d*, 35 F.2d 1148 (7th Cir. 1994).<sup>5</sup>

Here, even if the Charging Party could establish that the Appeals Panel was a labor organization, <sup>(b) (6)</sup> cannot establish that the employer “dominates” the Appeals Panel. Whether the employer “dominates” an employee participation committee, or merely cooperates with it, depends on the degree of control asserted by the employer over the structure and function of the employee group. Rather than focusing on any one particular aspect of the relationship between the committee and the employer, the Board and the courts look to the “totality of the circumstances” to decide whether domination is present. *Electromation*, 35 F.3d at 1162–63.

Among the important factors the NLRB has relied on in determining whether unlawful domination or mere employer/employee cooperation is present include:

- The employer’s role in creating the committee and whether the committee was formed in response to a union organizing campaign;
- The employer’s role in structuring the committee, including its role in setting the numbers of committees, the composition and make-up of participants on the committee;
- The employer’s role in setting the committee’s agenda and other procedures of the committee;
- Whether management representatives serve on the committee;
- Whether the committee deliberates via majority vote or through consensus (i.e., whether the employer has veto power over the committee’s decisions);
- Whether the employer disseminates the progress or procedures of the committee to all employees;
- Whether the employer can abolish the committee at will;
- Whether the committee meets on company premises, during company time, and whether employees get paid while participating in the committee; and,
- Whether the employer informed the employees that they have the absolute right to select the bargaining representative of their choice.

*See, e.g., Aero Detroit*, 321 NLRB at 1101; *Stoody Co.*, 320 NLRB 18, 19–21 (1995); *Vons Grocery Co.*, 320 NLRB 53, 53–54 (1995); *E.I. du Pont*, 311 NLRB at 893–96.

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<sup>5</sup> An organization may further constitute a labor organization if it meets the above criteria and has a purpose of representing employees. Since *Electromation*, the Board has avoided the issue of whether a representative capacity is necessary in order to find that an employee committee violates Section 8(a)(2). *See Electromation*, 309 NLRB at 994, fn. 20; *Webcor Packaging*, 319 NLRB 1203, 1204 at fn. 6 (1995), *enf’d* 118 F.3d 1115 (6th Cir. 1997); *E.I. du Pont de Nemours & Co.*, 311 NLRB 893, 893–94, fn. 6.

Here, there is no evidence that the Appeals Panel was formed in response to any union organizing campaign. While Amazon designed the structure of the Appeals Panel, the employer does not select the Panel and the composition of the Appeals Panel changes for every hearing based on the selection of the associate filing the appeal. (*See* Exh. B, p. 3.) While the employer established the procedures for the Appeals Panel, the agenda or work of the Appeals Panel is dictated by the actual employee's appeal. Decisions of the Appeals Panel are decided by majority and not consensus, so no Non-Peer (i.e., management) member of the Panel could exercise a veto power. While the Appeals Panel and hearings occur during work hours, employees are always given the absolute right to decline to use the Appeals Panel in connection with disputing employment decisions.

Federal courts have required evidence of **actual control** when determining whether a labor organization unlawfully dominates. *Hertzka & Knowles v. NLRB*, 503 F.2d 625, 630 (9th Cir. 1974), denying enforcement to 206 NLRB 191 (1973), cert. denied, 423 U.S. 875 (1975). *See Federal-Mogul Corp. v. NLRB*, 394 F.2d 915, 918 (6th Cir. 1968); *NLRB v. Prince Macaroni Mfg. Co.*, 329 F.2d 803, 809–12 (1st Cir. 1964); *Coppus Eng'g Corp. v. NLRB*, 240 F.2d 564 (1st Cir. 1957). “Words and actions which might dominate the employees in their choice of a bargaining agent do not constitute domination proscribed by the Act unless the employees are actually dominated.” *Chicago Rawhide Mfg. Co. v. NLRB*, 221 F.2d 165, 167 (7th Cir. 1955). The Charging Party cannot meet this burden, because Amazon does not exert actual control through the Appeals Panel or Appeals Process Policy.

The Board and the courts are in general agreement that domination exists where the employer creates an employee committee, selects the employee representatives, requires that committee membership be on a rotating basis, and determines when meetings will be held and also presides over them. *See, e.g., Beverly Cal. Corp. v. NLRB*, 227 F.3d 817 (7th Cir. 2000), enforcing in part 326 NLRB 153; 326 NLRB 232 (1998), cert. denied, 533 U.S. 950 (2001) (employee council was creature of management); *V & S ProGalv v. NLRB*, 168 F.3d 270 (6th Cir. 1999), enforcing 323 NLRB 801 (1997); *Miller Indus. Towing Equip., Inc.*, 342 NLRB 1074 (2004); *Kux Mfg. Corp.*, 233 NLRB 317 (1977). *See also Dillon Stores*, 319 NLRB 1245 (1995).

Here, Amazon does not create the Appeals Panel; it is created by the employee appealing the employment decision. Amazon does not select the employee representatives to serve on the Appeals Panel; the appealing associate selects the representatives. Amazon does not require membership on the Appeals Panel; employees volunteer to be considered to be panelists. Hearings are held based on employee requests, and are not initiated at Amazon's direction.

Kurt Brandner  
Case No. 10-CA-216313  
April 6, 2018  
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For all these reasons, the Company's Appeals Panel and Appeals Process is lawful, and the charge should be dismissed, absent withdrawal.

### **CONCLUSION**

Given the evidence, this charge should be dismissed, absent withdrawal.

Please let us know if you have any questions or need any additional information. If additional information or evidence is provided by the Charging Party, please afford the Company an opportunity to respond to it.

Sincerely,

*Michael Lignowski*

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MICHAEL E. LIGNOWSKI

# EXHIBIT A

Exhibit A, which consists of the Amazon NACF Attendance Policy, is exempt from disclosure under the FOIA Exemption 4.

# EXHIBIT B

Exhibit B, which consists of the Amazon Appeal Process Policy, is exempt from disclosure under the FOIA Exemption 4.

# EXHIBIT C

Exhibit C, which consists of the Amazon Seasonal Attendance Policy, is exempt from disclosure under the FOIA Exemption 4.

# EXHIBIT D

Exhibit D, which consists of the Amazon Policy and Procedures Acknowledgment Form-NAFC, is exempt from disclosure under the FOIA Exemption 4.

# EXHIBIT E

Exhibit E, which consists of the Amazon Standards of Conduct, is exempt from disclosure under the FOIA Exemption 4.

# EXHIBIT F

## Supportive Feedback Document Behavioral - First Written



Associate Name: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)  
Manager Name: (b) (6), (b) (7)(C)  
Created On: (b) (6), (b) (7)(C), 10:14:23 AM

(b) (6), (b) (7)(C)

### Summary

Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

### Communication History

The following is a summary of your behavioral feedback

Level	Count	Most Recent
Verbal Coaching	1	(b) (6), (b) (7)(C) 2017, 1:57:45 PM
Verbal Positive	1	(b) (6), (b) (7)(C) 2017, 12:41:23 PM

### Details of Current Incident/Specific Concerns

Your behavior has recently fallen below expectations. This feedback will outline the details of the incident(s) and any improvements needed. On (b) (6), (b) (7)(C) you returned from break late by approx. two minutes. Failure to adhere to starting time or wasting time is a Category 2 violation of the Amazon Standards of Conduct as listed in the Owner's Manual. Because you failed to meet Amazon's expectations, and have been given verbal warnings before, you are being issued a First Written Warning to address the incident.

### Areas of Improvement Required by Associate

You must adhere to the Amazon behavioral expectations at all times. Regular attendance and punctuality are important parts of your obligations as an Amazon associate. You are not only required to be productive during your scheduled shift and to stay on-task in your assigned function, but you are also expected to be on time when returning from break. Failure to comply with these expectations may result in additional disciplinary actions up to and including termination. This First Written Warning will remain active for a period of 30 days from the date of issue.

### Associate Comments

Associate Signature: Acknowledged by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

Date: (b) (6), (b) (7), 10:14:23 AM

Manager Signature: Acknowledged by (b) (6), (b) (7)(C)

Date: (b) (6), (b) (7), 10:14:23 AM

# EXHIBIT G

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)  
Sent: Monday, February 5, 2018, 10:05 PM  
To: HRC@amazon.com, (b) (6), (b) (7)(C)  
Subject: Locked Break Room Exits  
Attachments: emergency-exit-routes-factsheet.pdf

Dear HR,

For more than four months now our north side break room exit door has been kept locked, both from the inside and outside, creating a constant safety hazard in the event of a fire, explosion, or other crisis.

This locking of the north exit, is currently being deployed as a means to force employees into cutting their break time shorter than the allotted time they actually have, under the normal conditions of having two means of ingress and egress from the break room area.

Through creating added foot traffic in the east hallway entrance, and bottle-necking at the east break room exit, employees are being subjected to unfair and unjust write-ups, and unnecessary safety hazards, as they are now forced to maneuver their way through the obstructions of increased personnel work traffic and congestion. These exits should not cannot be locked, to accomplish these objectives.

These current conditions are in violation of OSHA REGULATIONS, the NATIONAL FIRE PREVENTION ASSOCIATION Codes, and THE SAFETY FIRE COMMISSIONER'S RULES AND REGULATIONS FOR THE STATE MINIMUM FIRE SAFETY STANDARDS (See Attached)

I am therefore asking that this matter be looked into, and that it be made to cease, as it is causing unnecessary stress and frustration in our workplace environment.

Sincerely,

(b) (6), (b) (7)(C)

# EXHIBIT H

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Crisis Support and Employee Rela...

https://amazon.com

## Trouble Ticketing



Recent Tickets

Create | Search | Settings

CASE ID	SEVERITY	PRIORITY	CREATE DATE (GMT+0000)	LAST MODIFIED (GMT+0000)	STATUS
<b>CONFIDENTIAL</b> [REDACTED]	5	Medium	2018-02-05 07:37:54PM	2018-02-07 09:14:45AM	(b) (6), (b) (7)(C) Crisis Support and Employee Relations-I

STATUS  
Resolved

CLOSURE CODE  
Successful

ROOT CAUSE  
Self-Service - Escalated Directly to ERC

ROOT CAUSE DETAILS

RESOLUTION

ADD TIME SPENT  
hours minutes

SEVERITY / IMPACT  
5 - Productivity Not Immediately Affected

PRIORITY  
Medium

CATEGORY  
Human Resources

TYPE  
Employee Relations

ITEM  
HR - Assist

ASSIGNED GROUP  
ATL6 HR

ASSIGNED INDIVIDUAL  
1 - hrc

COUNTRY  
United States

PROBLEM LOCATION  
East Point - ATL6-SortCenter(East Point,GA)

CASE TYPE  
Trouble Ticket

(b) (6), (b) (7)(C)

crisis-01835244 edit

Employee  
Login  
Payroll  
Paygroup: X5J  
Description:

Hi Team,

Employee called today in frustration stating that his building does not meet all the necessary fire safety regulations as the exit door have been closed at the break area.

Employee states that it would be a death trap and claims that people are being forced to cut the break time because of this.

(b) (6), (b) (7)(C)

also states that this is resulting in a logjam and congestion on the east side of the building as people are going to break area, bathroom and to the scanner area and requests the other exit door be opened as well.

Can employee be contacted in this regard and his concern addressed.

Thank you  
(b) (6), (b) (7)(C)

REQUESTED BY:

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C)  
ERC Sr. Associate, Client Svcs  
BLR13 - Corp Office(Bangalore) /  
None

CONCERNING:

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C)  
Fulfillment Associate  
ATL6-SortCenter(East Point,GA) /  
None

(b) (6), (b) (7)(C)

CONCERNING:

People who can view this ticket

Add

REQUESTER RELATIONSHIP

hrc

Assignee

About Someone Else

Sunil Kumar

Requester

ERC-Support

skmarvu

ATL6-HR

ATL6-HR

HRC

SENSITIVE DATA

SPECIAL CONTACT INFO

2/13/2018 1:12 PM

# EXHIBIT I

F. Amazon.com Confidential Complaint Form

amazon.com.

Confidential Complaint Form

Adopted March 2015

**NOTE TO ASSOCIATE:** Amazon.com is committed to providing its associates with a work environment that is free of discrimination and harassment. The company takes all complaints very seriously and anyone found to have engaged in such conduct will be subject to discipline, including termination of employment. Amazon.com does not tolerate any retaliation against anyone for filing a complaint or participating in an investigation into such conduct.

Please use this form to provide us with as much factual detail as you can, so that we can conduct a thorough investigation. It is also important that you cooperate fully with the person(s) designated to investigate your complaint. Amazon.com will investigate your complaint as confidentially as is reasonably possible consistent with the need for a full investigation and resolution of this matter.

This form should be provided to any member of the Human Resources Department. If the complaint concerns conduct by someone in the Human Resources Department, or you do not wish to file the complaint with that department for some reason, you can call the Ethics Line (number listed in the Owners Manual or available from HR) or send this complaint to Amazon.com's Associate General Counsel, Labor & Employment.

ABOUT THE ASSOCIATE MAKING THIS STATEMENT

Department/Position

FC Associate I

Home Phone

Work Phone

SECTION II: ASSOCIATE'S STATEMENT (Use additional paper or back of form if necessary)

Please describe below any events or conduct that are the basis for your complaint. Please make sure they cover the following points:

- Specific details of any incidents or actions taken against you that you believe constitute discrimination or harassment, along with dates of when these occurred
- Describe how this affected you from the perspective of your job

On Sunday February 11, 2018 and Tuesday (b) (6), (b) (7)(C) 2018 I was subjected to

retaliatory acts of harassment by (b) (6), (b) (7)(C) who on both occasions removed me from water spider position to make me feel threatened for having reported safety concerns to the ERC.

Do you believe this action was taken against you because of your race, religion, creed, color, national origin, citizenship, marital status, sex, age, sexual orientation, veteran status, political ideology, ancestry, the presence of any physical, sensory, or mental disabilities or other legally protected status? If so, please provide the basis for your belief, and include as much detail as possible.

I believe the actions taken against me was because I reported my concerns to the Amazon ERC about how (b) (6), (b) (7)(C) and others have knowingly been using the locked emergency door exit to create write-ups as a means of taking our break time.

Are you aware of any documents that may help support your concerns? If so, please describe them in detail and attach them to this form if possible.

Have you discussed your concerns with anyone at Amazon.com? If so, please provide their name and contact information below:

Please list any witnesses or individuals who may have information relevant to this investigation

(b) (6), (b) (7)(C) on Sunday, Tuesday (b) (6), (b) (7)(C)

ACKNOWLEDGEMENT

I understand this statement will be considered part of the official investigation and that this statement I have provided is an honest and accurate account of the case to the best of my knowledge. I understand that the Company will keep this statement as confidential as is reasonably possible consistent with the need for a full investigation and resolution of this matter. I further understand that as an Amazon.com associate that I am subject to Amazon.com's Code of Ethics and that failure to cooperate or (b) (6), (b) (7)(C) including the refusal to answer questions, and including termination of employment.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

2-13-2018

Date

# **EXHIBIT J**

F. Amazon.com Confidential Complaint Form

amazon.com.

Confidential Complaint Form

Adopted March 2015

**NOTE TO ASSOCIATE:** Amazon.com is committed to providing its associates with a work environment that is free of discrimination and harassment. The company takes all complaints very seriously and anyone found to have engaged in such conduct will be subject to discipline, including termination of employment. Amazon.com does not tolerate any retaliation against anyone for filing a complaint or participating in an investigation into such conduct.

Please use this form to provide us with as much factual detail as you can, so that we can conduct a thorough investigation. It is also important that you cooperate fully with the person(s) designated to investigate your complaint. Amazon.com will investigate your complaint as confidentially as is reasonably possible consistent with the need for a full investigation and resolution of this matter.

This form should be provided to any member of the Human Resources Department. If the complaint concerns conduct by someone in the Human Resources Department, or you do not wish to file the complaint with that department for some reason, you can call the Ethics Line (number listed in the Owners Manual or available from HR) or send this complaint to Amazon.com's Associate General Counsel, Labor & Employment.

SECTION I: INFORMATION ABOUT THE ASSOCIATE MAKING THIS STATEMENT

Employee Name (Please Print)	Department/Position
(b) (6), (b) (7)(C)	PA
Home Phone	Work Phone
(b) (6), (b) (7)(C)	( )

SECTION II: ASSOCIATE'S STATEMENT (Use additional paper or back of form if necessary)

Please describe below any events or conduct that are the basis for your complaint. Please make sure to cover the following points:

- Specific details of any incidents or actions taken against you that you believe constitute discrimination or harassment, along with dates of when these occurred.
- Describe how this affected you from the perspective of your job.

I have a problem out of (b) (6), (b) (7)(C) everyday. (b) (6), (b) (7)(C) is a warehouse on the Auto side 1-5. (b) (6), (b) (7)(C) work Day shift 9-1. We do not have any as a wrapper in the 1st hour and half everyone is to scan into one of the leadership assign them to

Do you believe this action was taken against you because of your race, religion, creed, color, national origin, citizenship, marital status, sex, age, sexual orientation, veteran status, political ideology, ancestry, the presence of any physical, sensory, or mental disabilities or other legally protected status? If so, please provide the basis for your belief, and include as much detail as possible.

Are you aware of any documents that may help support your concerns? If so, please describe them in detail and attach them to this form if possible.

Have you discussed your concerns with anyone at Amazon.com? If so, please provide their name and contact information below:

Please list any witnesses or individuals who may have information relevant to this investigation.

ACKNOWLEDGEMENT

I understand this statement will be considered part of the official investigation and that this statement I have provided is an honest and accurate account of the case to the best of my knowledge. I understand that the Company (b) (6), (b) (7)(C) this statement as confidential as is reasonably possible consistent with the need for a full investigation and resolution of this matter. I further understand that as an Amazon.com associate that I am subject to Amazon.com's Code of Ethics and that failure to cooperate in this investigation, including the refusal to answer questions, and including termination of employment.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Employee Name (Please Print)

Signature

Date

2/13/18

To a indirect function like water spider or warehouse Stagger. The beginning  
of day sort 2/13/18 (b) (6), (b) (7)(C) ask (b) (6), (b) (7)(C) and 3 other  
water spiders to scan because there was no pallets to be  
wrapped they got mad and ask why I explained to them  
all. I have the same problem with (b) (6), (b) (7)(C) everyday  
I let the other leadership know (b) (6), (b) (7)(C) 2/12/18 I had a  
problem with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) was the water spider on  
pallet lane 1-5 on the Auto side we are short  
on printers (b) (6), (b) (7)(C) was walking around the building  
trying to steal the printers from the AA's. I  
told (b) (6), (b) (7)(C) I will find (b) (6), (b) (7)(C) one into them use  
the printer on 6-10. (b) (6), (b) (7)(C) states (b) (6), (b) (7)(C) not walking down  
there to use the printer so I told (b) (6), (b) (7)(C) to scan  
and I will close the pallets for 1-5 on  
side note 1-5 is the slowest side on the Auto  
I was literally on 5 pallet to be close the whole  
first half of sort. (b) (6), (b) (7)(C) ask for my name states  
(b) (6), (b) (7)(C) "will handle me". Last week had an  
problem out of (b) (6), (b) (7)(C) everyday coming back  
from break late. I scanned (b) (6), (b) (7)(C) bridge the  
rest of the day (b) (6), (b) (7)(C) just kept coming to me  
complaining about the side door being locked  
it's a safety hazard. I told (b) (6), (b) (7)(C) to go  
to HR. The day before that (b) (6), (b) (7)(C) was

Using Non-inventory boxes that are for problem solve. I  
told [REDACTED] we are not allowed to use those boxes for the  
[REDACTED] of the pallets [REDACTED] states that a learning ambassador told  
to use them so I go ask learning they said they never  
told anyone they can use problem solve boxes then  
states it was and leadership lady that told [REDACTED] that  
[REDACTED] So I asked them to verify they all denied telling  
to use the boxes so I asked [REDACTED] not to use the  
boxes anymore. I can literally go on and on about  
[REDACTED] use have and issue about [REDACTED]  
[REDACTED] everyday, [REDACTED] will work but will always have a problem  
with doing what is told of [REDACTED] ask [REDACTED] to scan [REDACTED]  
wrap ask [REDACTED] to stage [REDACTED] wrap all [REDACTED] want to  
to is wrap even when it is nothing to wrap.

(b) (6), (b) (7)(C)

# EXHIBIT K

**From:** (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)>  
**Sent:** Tuesday, March 06, 2018 4:19 PM  
**To:** (b) (6), (b) (7)(C)  
**Subject:** Review of Time Sheet - (b) (6), (b) (7)(C)

Hi (b) (6), (b) (7)(C),

Per our conversation today, below is an overview of your total UPT balance as of 1/1/2018 as well as an overview of UPT deductions issued for the 2018 year. As we discussed, based on your UPT deductions you have now resulted in having a negative UPT which is subject to termination in accordance with the Amazon NAFC Attendance Policy. If all the deductions listed below are accurate based on your absence, late arrival, or early out from your shift, we will proceed with separation of employment due to your negative UPT balance effective (b) (6), (b) (7)(C) 2018.

As of 12/31/2017, your ending balance for the 2017 year was 10.00 hours of UPT.

For the 2018 year, starting on 1/1/2018, you began with 30.00 hours of UPT, 10.00 hours of which rolled over from the previous quarter and an additional 20.00 hours deposited at the start of the new quarter.

Below I have listed all UPT deductions that were issued from 1/1/2018 through 3/1/2018 as well as the reason for the deduction:

1/4/2018 –	1 hour UPT deducted (left early at 2:33pm, sort was flexed up by 1 Hour)
1/7/2018 –	4 hour UPT deducted (absent)
1/10/2018 –	1 hour UPT deducted (late in at 9:19am)
1/15/2018 –	4 hour UPT deducted (absent)
1/19/2018 –	1 hour UPT deducted (late in at 2:59pm)
1/22/2018 –	4 hour UPT deducted (absent)
1/28/2018 –	1 hour UPT deducted (late in at 9:15am)
2/1/2018 –	1 hour UPT deducted (late in at 9:38am)
2/12/2018 –	4 hour UPT deducted (absent)
2/15/2018 –	1 hour UPT deducted (late in 9:12am)
2/21/2018 –	4 hour UPT deducted (absent)
2/27/2018 –	4 hour UPT deducted (absent)
3/1/2018 –	1 hour UPT deducted (late in at 9:12am)

Total Hours UPT deducted = 31.00 hours

Remaining UPT Balance: -1.00 hours

Due to repetitive late arrivals and absences, you now have a balance -1.00 hours which is a violation of the NAFC Attendance Policy. If you review the details above and are able to validate that an error was recorded please let me know by end of day tomorrow so I can support you with review the timecard and ensuring that proper deductions were made.

Thank you,

(b) (6), (b) (7)(C) | (b) (6), (b) (7)(C)

## HR Support

ERC 24/7 HR Number: 888-892-7180

[www.amazonfulfillmentcareers.com](http://www.amazonfulfillmentcareers.com)

Work hard. Have fun. Make history.



# EXHIBIT L

Portions of Exhibit L, which in part consists of the Amazon Fulfillment Center's Appeals Process, is exempt from disclosure under the FOIA Exemption 4.

**From:** (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)>  
**Sent:** Wednesday, March 07, 2018 10:39 PM  
**To:** (b) (6), (b) (7)(C)  
**Subject:** Review of Time Sheet - (b) (6), (b) (7)(C) (2nd email)  
**Attachments:** Appeals Process Policy 1.2018.pdf

Hi (b) (6), (b) (7)(C),

I have not received any response from you to my email communication below in regards to your current negative UPT balance and the deductions that ended in this result.

As stated below, in accordance with our Amazon NAFC Attendance Policy, this will result in separation of employment effective today, (b) (6), (b) (7)(C) /2018.

In the event that you would like to appeal this decision, you are able to do so utilizing the attached documentation. Please begin at Step 3 and be sure to return this documentation back to the ATL6 HR team within 7 days. Upon receipt we will then review your request and schedule your appeal date.

Thank you,

(b) (6), (b) (7)(C) | (b) (6), (b) (7)(C)

**HR Support**

ERC 24/7 HR Number: 888-892-7180

[www.amazonfulfillmentcareers.com](http://www.amazonfulfillmentcareers.com)

Work hard. Have fun. Make history.



**From:** (b) (6), (b) (7)(C)  
**Sent:** Tuesday, March 6, 2018 7:19 PM  
**To:** (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)>  
**Subject:** Review of Time Sheet - (b) (6), (b) (7)(C)

Hi (b) (6), (b) (7)(C),

Per our conversation today, below is an overview of your total UPT balance as of 1/1/2018 as well as an overview of UPT deductions issued for the 2018 year. As we discussed, based on your UPT deductions you have now resulted in having a negative UPT which is subject to termination in accordance with the Amazon NAFC Attendance Policy. If all the deductions listed below are accurate based on your absence, late arrival, or early out from your shift, we will proceed with separation of employment due to your negative UPT balance effective (b) (6), (b) (7)(C) /2018.

As of 12/31/2017, your ending balance for the 2017 year was 10.00 hours of UPT.

For the 2018 year, starting on 1/1/2018, you began with 30.00 hours of UPT, 10.00 hours of which rolled over from the previous quarter and an additional 20.00 hours deposited at the start of the new quarter.

Below I have listed all UPT deductions that were issued from 1/1/2018 through 3/1/2018 as well as the reason for the deduction:

1/4/2018 –	1 hour UPT deducted (left early at 2:33pm, sort was flexed up by 1 Hour)
1/7/2018 –	4 hour UPT deducted (absent)
1/10/2019 –	1 hour UPT deducted (late in at 9:19am)
1/15/2018 –	4 hour UPT deducted (absent)
1/19/2018 –	1 hour UPT deducted (late in at 2:59pm)
1/22/2018 –	4 hour UPT deducted (absent)
1/28/2018 –	1 hour UPT deducted (late in at 9:15am)
2/1/2018 –	1 hour UPT deducted (late in at 9:38am)
2/12/2018 –	4 hour UPT deducted (absent)
2/15/2018 –	1 hour UPT deducted (late in 9:12am)
2/21/2018 –	4 hour UPT deducted (absent)
2/27/2018 –	4 hour UPT deducted (absent)
3/1/2018 –	1 hour UPT deducted (late in at 9:12am)

Total Hours UPT deducted = 31.00 hours

Remaining UPT Balance: -1.00 hours

Due to repetitive late arrivals and absences, you now have a balance -1.00 hours which is a violation of the NAFC Attendance Policy. If you review the details above and are able to validate that an error was recorded please let me know by end of day tomorrow so I can support you with review the timecard and ensuring that proper deductions were made.

Thank you,

(b) (6), (b) (7)(C) | (b) (6), (b) (7)(C) – MCO5

#### HR Support

ERC 24/7 HR Number: 888-892-7180

[www.amazonfulfillmentcareers.com](http://www.amazonfulfillmentcareers.com)

Work hard. Have fun. Make history.



# **EXHIBIT M**

[REDACTED]

From: (b) (6), (b) (7)(C)

Sent: Friday, March 09, 2018 6:35 PM

To: (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)>

Subject: FW: Outside the scope

Hi (b) (6), (b) (7)(C)

I am an HR investigator and I work to address employee concerns such as yours. I received this from the appeals team and have partnered with them to review your case. I can confirm that (b) (6), (b) (7)(C) was following proper procedure by sending you the appeals documentation. (b) (6), (b) (7)(C) notified you that you were in violation of the attendance policy and (b) (6), (b) (7)(C) properly informed you that you are eligible to appeal your termination.

I want to clarify, in case there is confusion. (b) (6), (b) (7)(C) is not a facilitator of the appeals process and does not have direct involvement over the hearing. You have two options--you may elect to have your case heard directly by the General Manager or by a panel of your peers and managers. I have included the Appeals Process packet in the attachments of this email for you to review. The purpose of the appeals process is for associates to have their case heard by a team or individual, outside from HR, who can provide a secondary examination of the case and determine if the policy was appropriately and consistently applied.

Please review the attachment and notify your HR team if you would like to proceed with the appeal process. You have 7 days from the date of your termination to do so and I encourage you to take advantage of this benefit.

Best,

(b) (6), (b) (7)(C)

From: amazonappeals-contact

Sent: Thursday, March 08, 2018 7:28 AM

To: execescalations <[execescalations@amazon.com](mailto:execescalations@amazon.com)>

Cc: amazonappeals-contact <[amazonappeals-contact@amazon.com](mailto:amazonappeals-contact@amazon.com)>

Subject: FW: Outside the scope

This is a case of retaliation which is outside of the scope of the Appeals process, as (b) (6), (b) (7)(C) acting outside of Amazon's anti harassment/anti-retaliation policies, has now knowingly attempting to become both the

perpetrator and facilitator over [REDACTED] own misconduct. [REDACTED] therefore, is disqualified to initiate and control this process, as [REDACTED] has clearly acted out [REDACTED] bias in the matter.

As stated in the Appeals instructions,

The following types of cases are not eligible to be covered by the Policy:

- Cases where Amazon is under a legal obligation to act (Example: discipline or termination arising out of complaints of discrimination, sexual harassment or similar misconduct.).

This is clearly one of those cases, which needs to be addressed by Amazon Corporate, as their a numerous discriminatory acts involved. I am therefore requesting that this matter be forwarded to Amazon Legal Department, as soon as possible.

Respectfully, lenancyj

(b) (6), (b) (7)(C)

[Sent from Yahoo Mail on Android](#)

# EXHIBIT N

**From:** (b) (6), (b) (7)(C) <[REDACTED]>  
**Sent:** Monday, March 12, 2018 5:11 PM  
**To:** (b) (6), (b) (7)(C)  
**Subject:** RE: FW: Outside the scope

Thank you for your response. I have confirmed that your concerns regarding potential safety issues are currently being addressed onsite and that your termination for attendance is unrelated to your escalation. At this point, there will be no further communication on the matter outside of any questions you may have that are directly related to your appeal benefit. If you do not wish to appeal the termination decision through the standard process, this will be the final response from Amazon.

Best,

(b) (6), (b) (7)(C)

**From:** (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)]  
**Sent:** Monday, March 12, 2018 5:00 PM  
**To:** (b) (6), (b) (7)(C)@amazon.com>  
**Subject:** Re: FW: Outside the scope

The employee Appeals Panel is a labor organization within the meaning of Section 2(5) of the Act, Amazon.com gives assistance and support to this employee Appeals Panel by, including, but not limited to: establishing the employee Appeals Panel program to address employee complaints about their terms and conditions of employment; selecting Appeals Panel representatives; permitting the dominated union to utilize Amazon.com's facilities and equipment; convening meetings of Appeal Panel representatives at Amazon.com's expense; and, bargaining with Appeal Panel representatives concerning employees' terms and conditions of employment, in violation of Section 8(a)(2) and (1) of the Act. and has been reported as such.

In addition, Under the **Standards of Conduct** section of my **July 2016 Owner's Manual** Absenteeism is a **Category 2** issue; generally resulting in corrective action, not a **Category 1** issue; generally resulting in termination. As I said before this is a case of unwarranted retaliation, over my protesting breakroom fire safety issues, and making a concerted effort with my coworkers to address them. To this date, they have never been resolved. The issue is being address via OHSA and the NLRB.

On 3/12/2018 3:53 PM, (b) (6), (b) (7)(C) wrote:

Hello,

I assure you that all associates are encouraged to utilize any open door resource available, just like you've done. The Appeals Program is part of those resources and is an active program at all NACF fulfillment and sort centers offer. You are not obligated in any way to participate, but I wanted to inform you of your eligibility.

I have investigated your termination for attendance, and can confirm that engaging in the appeals process this is your final option, should you wish for your case to be heard. In the event you do not wish to appeal your termination, your employment status will remain unchanged.

Best,

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)]

Sent: Saturday, March 10, 2018 7:28 AM

To: (b) (6), (b) (7)(C) <[redacted]>; ERC <[redacted]>; atl6-attendance <[redacted]>; HRC <[redacted]>; (b) (6), (b) (7)(C) <[redacted]>

Subject: Re: FW: Outside the scope

I was hired under the following "Open Door" Policy, which is contained in the July 2016 Owner's Manual which reads:

### **Open Door Policy and Conflict Resolution**

(b) (4)



I was not hired under the terms and conditions of this ATL6 Jan 2018 Appeals Process Policy, to which you are now attempting to subject me to, as a new condition of my receiving access to senior management. I will not be threaten in this manner.

On 3/9/2018 9:35 PM, (b) (6), (b) (7)(C) wrote:

Hi (b) (6), (b) (7)(C),

I am an HR investigator and I work to address employee concerns such as yours. I received this from the appeals team and have partnered with them to review your case. I can confirm that (b) (6), (b) (7)(C) was following proper procedure by sending you the appeals documentation. (b) (6), (b) (7)(C) notified you that you were in violation of the attendance policy and (b) (6), (b) (7)(C) properly informed you that you are eligible to appeal your termination.

I want to clarify, in case there is confusion. (b) (6), (b) (7)(C) is not a facilitator of the appeals process and does not have direct involvement over the hearing. You have two options--you may elect to have your case heard directly by the General Manager or by a panel of your peers and managers. I have included the Appeals Process packet in the attachments of this email for you to review. The purpose of the appeals process is for associates to have their case heard by a team or individual, outside from HR, who can provide a secondary examination of the case and determine if the policy was appropriately and consistently applied.

Please review the attachment and notify your HR team if you would like to proceed with the appeal process. You have 7 days from the date of your termination to do so and I encourage you to take advantage of this benefit.

Best,

(b) (6), (b) (7)(C)

**From:** amazonappeals-contact  
**Sent:** Thursday, March 08, 2018 7:28 AM  
**To:** execesalations <[execesalations@amazon.com](mailto:execesalations@amazon.com)>  
**Cc:** amazonappeals-contact <[amazonappeals-contact@amazon.com](mailto:amazonappeals-contact@amazon.com)>  
**Subject:** FW: Outside the scope

This is a case of retaliation which is outside of the scope of the Appeals process, as (b) (6), (b) (7)(C) acting outside of Amazon's anti harassment/anti-retaliation policies, has now knowingly attempting to become both the perpetrator and facilitator over (b) (6), (b) (7)(C) own misconduct. (b) (6), (b) (7)(C) therefore, is disqualified to initiate and control this proces, as (b) (6), (b) (7)(C) has clearly acted out (b) (6), (b) (7)(C) bias in the matter.

As stated in the Appeals instructions,

The following types of cases are not eligible to be covered by the Policy:

- Cases where Amazon is under a legal obligation to act (Example: discipline or termination arising out of complaints of discrimination, sexual harassment or similar misconduct.).

This is clearly one of those cases, which needs to be addressed by Amazon Corporate, as their a numerous discriminatory acts involved. I am therefore requesting that this matter be forwarded to Amazon Legal Department, as soon as possible.

Respectfully, lenancyj

(b) (6), (b) (7)(C)

[Sent from Yahoo Mail on Android](#)

# EXHIBIT O

Exhibit O, which consists of the Amazon Owners Manual and Guide to Employment, is exempt from disclosure under the FOIA Exemption 4.

# **EXHIBIT P**



3/10/2018

(b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C) :

This letter confirms that the date of involuntary termination of your employment with Amazon.com.dedc, LLC is (b) (6), (b) (7)(C) 2018.

You have executed a Confidentiality and Invention Assignment Agreement with the Company. You are reminded that certain provisions of the agreement survive the termination of your employment with the Company and remain in full force and effect.

We wish you the best in your future endeavors.

Sincerely,  
Amazon Human Resources

(b) (6), (b) (7)(C)



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
REGION 10  
233 Peachtree St NE  
Harris Tower Ste 1000  
Atlanta, GA 30303-1504

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (404)331-2896  
Fax: (404)331-2858

May 31, 2018

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Re: Amazon.com  
Case 10-CA-216313

Dear (b) (6), (b) (7)(C):

We have carefully investigated and considered your charge that Amazon.com has violated the National Labor Relations Act.

**Decision to Dismiss:** Based on that investigation, I have decided to dismiss your charge for the reasons discussed below.

Your charge alleges that the Employer discriminated against you by assigning you to scan packages and discharged you because you engaged in protected concerted activities. The investigation revealed that the Employer was aware of your protected concerted activities related to safety concerns. Nevertheless, the probative evidence established that you were assigned to scan packages based on the demands of the Employer's business, and that this type of work was routinely assigned to employees in your classification. Furthermore, the investigation disclosed that the Employer, although aware of your protected concerted activities, discharged you when you exceeded the number of absences it allowed under its attendance policy. There was no evidence presented or disclosed by the investigation to establish disparate treatment. Accordingly, the Employer established that it would have assigned you to scan packages and discharged you for attendance regardless of any protected concerted activity.

With regard to your allegation that the Employer discriminated against you because of Union activity, the evidence failed to disclose that you engaged in any activities in support of a labor organization.

You further alleged that the Employer maintained an unlawful rule that required you to utilize its appeals process, rather than the open door policy. This rule does not interfere with any Section 7 rights, and therefore does not violate the National Labor Relations Act. Moreover, there was insufficient probative evidence to establish that the Employer discriminated against you by providing the opportunity to appeal the discharge decision to its appeal panel. The investigation established that the Employer's offer to allow you to appeal your discharge was consistent with its treatment of other employees seeking to appeal a disciplinary action. There was no evidence that the Employer retaliated against you by requiring that you use the appeals panel policy instead of the open door policy to contest your appeal.

Finally, with regard to the allegation that the Employer's appeal panel process violates the Act, the investigation disclosed no evidence that the Employer provided unlawful assistance

and support to, or unlawfully dominated the operations of a labor organization. The probative evidence failed to establish that the Employer's appeals panel policy, on its face, created an unlawful Employer dominated labor organization, as there was no evidence that the appeals panel "deals with" the Employer over mandatory subjects of bargaining.

Under these circumstances, the evidence is insufficient to establish any violation of Sections 8(a)(1), 8(a)(2) or 8(a)(3) of the Act as alleged. Accordingly, I am, therefore, refusing to issue complaint in this matter.

**Your Right to Appeal:** You may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

**Means of Filing:** An appeal may be filed electronically, by mail, by delivery service, or hand-delivered. To file electronically using the Agency's e-filing system, go to our website at [www.nlr.gov](http://www.nlr.gov) and:

- 1) Click on E-File Documents;
- 2) Enter the NLRB Case Number; and,
- 3) Follow the detailed instructions.

Electronic filing is preferred, but you also may use the enclosed Appeal Form, which is also available at [www.nlr.gov](http://www.nlr.gov). You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. To file an appeal by mail or delivery service, address the appeal to the **General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

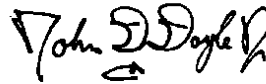
**Appeal Due Date:** The appeal is due on **June 14, 2018**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than June 13, 2018. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

**Extension of Time to File Appeal:** The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before June 14, 2018**. The request may be filed electronically through the *E-File Documents* link on our website [www.nlr.gov](http://www.nlr.gov), by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after June 14, 2018, **even if it is**

**postmarked or given to the delivery service before the due date.** Unless filed electronically, a copy of the extension of time should also be sent to me.

**Confidentiality:** We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,

A handwritten signature in black ink, appearing to read "John D. Doyle, Jr.", with a stylized flourish at the end.

JOHN D. DOYLE, JR.  
Regional Director

Enclosure

cc: Michael E. Lignowski, Attorney at Law  
Joseph C. Ragaglia, Attorney  
Morgan Lewis & Bockius LLP  
1701 Market Street  
Philadelphia, PA 19103

Amazon.com  
P.O. Box 80726  
Seattle, WA 98108-0726

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

**APPEAL FORM**

To: General Counsel  
Attn: Office of Appeals  
National Labor Relations Board  
1015 Half Street SE  
Washington, DC 20570-0001

Date:

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

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Case Name(s).

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Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

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*(Signature)*

INTERNET  
FORM NLRB-501  
(2-08)UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER****DO NOT WRITE IN THIS SPACE**

Case

**10-CA-231988**

Date Filed

**December 1, 2018****INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer Amazon Warehouse		b. Tel. No. (888) 287-8352
		c. Cell No. (888) 287-8352
		f. Fax No.
d. Address (Street, city, state, and ZIP code) 6855 Shannon Pkwy GA union city 30213-_____	e. Employer Representative Person in charge management	g. e-Mail
		h. Number of workers employed 80
i. Type of Establishment (factory, mine, wholesaler, etc.) Transportation	j. Identify principal product or service	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) g of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

**2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)**

--See additional page--

**3. Full name of party filing charge (if labor organization, give full name, including local name and number)**

(b) (6), (b) (7)(C)

Title:

**4a. Address (Street and number, city, state, and ZIP code)**

(b) (6), (b) (7)(C)

**4b. Tel. No.**

(b) (6), (b) (7)(C)

**4c. Cell No.****4d. Fax No.****4e. e-Mail**

(b) (6), (b) (7)(C)

**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)****6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By

(b) (6), (b) (7)(C)

(signature of representative or person making charge)

Title:

(b) (6), (b) (7)(C)

(Print/type name and title or office, if any)

**Tel. No.**

(b) (6), (b) (7)(C)

**Office, if any, Cell No.**

(b) (6), (b) (7)(C)

**Fax No.****e-Mail**

(b) (6), (b) (7)(C)

Address

(b) (6), (b) (7)(C)

12/1/2018 11:17:30

(date)

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)****PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

## Basis of the Charge

### 8(a)(1)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee discharged	Approximate date of discharge
numerous employees	??

### 8(a)(1)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
(b) (6), (b) (7)(C)	inaccurate writeups leading towards termination	(b) (6), (b) (7) /18



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 10  
233 Peachtree St NE  
Harris Tower Ste 1000  
Atlanta, GA 30303-1504

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (404)331-2896  
Fax: (404)331-2858

December 11, 2018

Amazon Warehouse  
6855 Shannon Pkwy  
Union City, GA 30213

Re: Amazon Warehouse  
Case 10-CA-231988

Dear Sir or Madam:

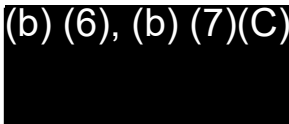
This is to advise you that I have approved the withdrawal of the charge in the above matter.

Very truly yours,

A handwritten signature in black ink, which appears to read "John D. Doyle, Jr.", is positioned above the typed name.

JOHN D. DOYLE, JR.  
Regional Director

cc: (b) (6), (b) (7)(C)



INTERNET  
FORM NLRB-501  
(2-08)UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER****DO NOT WRITE IN THIS SPACE**

Case

10-CA-209001

Date Filed

11/01/2017

**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer

Amazon.dedc, LLC

b. Tel. No.

(866) 216-1072

c. Cell No.

f. Fax No.

d. Address (Street, city, state, and ZIP code)

1 Centerpoint Blvd  
DE New Castle 19720-4172

e. Employer Representative

Jeffrey P Bezos  
Chief Executive Officer and Chairman of the  
Board

g. e-Mail

jeff@amazon.com

h. Number of workers employed  
1895i. Type of Establishment (factory, mine, wholesaler, etc.)  
Retail (Catalog & Mail Order)j. Identify principal product or service  
eCommerce

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) g of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

**2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)**

--See additional page--

**3. Full name of party filing charge (if labor organization, give full name, including local name and number)**

(b) (6), (b) (7)(C)

Title:

**4a. Address (Street and number, city, state, and ZIP code)**

(b) (6), (b) (7)(C)

4b. Tel. No.

(b) (6), (b) (7)(C)

4c. Cell No.

(b) (6), (b) (7)(C)

4d. Fax No.

4e. e-Mail

(b) (6), (b) (7)(C)

**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)****6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

Tel. No.

(b) (6), (b) (7)(C)

Office, if any, Cell No.

(b) (6), (b) (7)(C)

Fax No.

e-Mail

(b) (6), (b) (7)(C)

By (b) (6), (b) (7)(C)  
(Print/type name and title or office, if any)Title: (b) (6), (b) (7)(C)  
(Print/type name and title or office, if any)Address (b) (6), (b) (7)(C)11/1/2017 01:47:35  
(date)**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)****PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

## Basis of the Charge

### 8(a)(3)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
(b) (6), (b) (7)(C)	Deleted ERP Disability Accommodation Thread	(b) (6), (b) (7) /2017
(b) (6), (b) (7)(C)	Discharge / Retaliation	(b) (6), (b) (7) /2017

### 8(a)(1)

Within the previous six-months, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by maintaining work rules that prohibit employees from discussing wages, hours, or other terms or conditions of employment.

### 8(a)(1)

Within the previous six-months, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by maintaining work rules that prevent or discourage employees from engaging in protected concerted activities.

Work Rule
Requests to circumvent Amazon Corporate Policy.
Allowing malicious harassment in violation of THRA
Disregard of Title VII and THRA
Manipulation of social media outlets



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 10  
233 Peachtree St NE  
Harris Tower Ste 1000  
Atlanta, GA 30303-1504

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Telephone: (404)331-2896  
Fax: (404)331-2858

November 13, 2017

Michael E. Lignowski, Attorney at Law  
Morgan Lewis & Bockius LLP  
1701 Market Street  
Philadelphia, PA 19103

Re: Amazon.dedc, LLC  
Case 10-CA-209001

Dear Mr. Lignowski:

This is to advise you that I have approved the withdrawal of the charge in the above matter.

Very truly yours,

LISA Y. HENDERSON  
Acting Regional Director

cc: Jeffrey P Bezos, Chief Executive Officer  
and Chairman of the Board  
Amazon.dedc, LLC  
1 Centerpoint Blvd  
New Castle, DE 19720-4172

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)